



Victor Zimmerman, Superintendent
Livingston County Schools
127 East Adair
Smithland, KY 42081

Dear Superintendent Zimmerman:

This Memorandum of Agreement (“**Agreement**”), dated October 22, 2019, is between Midway University Teacher Education Program (Midway TED) and Livingston County Schools (“**School District**”).

WHEREAS, School District operates schools located in the Kentucky and provides education for PK-12 students;

WHEREAS, Midway TED offers educator preparation programs for undergraduate education Candidates;

WHEREAS, Midway TED and School District desire to establish a mutually beneficial partnership;

NOW, THEREFORE, in consideration of the mutual promises herein, Midway TED and School District agree that the clinical experiences shall be covered by and subject to the following terms and conditions:

ARTICLE I. PURPOSE AND SCOPE

1.1 The goal of this Agreement is to enhance professional practice through a mutually beneficial collaboration as defined by the following objectives:

- a.** Establish and implement clinical experiences using School District’s facilities, qualified personnel, and PK-12 students.
- b.** Utilize co-teaching, mentoring, and modeling to enhance the positive impact Candidates and practicing school professionals have on PK-12 student learning;
- c.** Collect, analyze, and disseminate data that informs decisions related to the improvement of programs, Candidates, and program completers; and
- d.** Work cooperatively to co-design high-quality clinical experiences that are implemented by co-selected and highly qualified Clinical Educators.

- e. **“Clinical Experiences”** are structured to have multiple performance-based assessments at key points within the program to demonstrate Candidates’ development of the knowledge, skills, and professional dispositions that are associated with a positive impact on the learning and development of all PK-12 students.

1.2 This document represents the complete Agreement between Midway TED and Livingston County Schools, but individual schools with the School District may detail a more specific agreement with Midway TED that reflects the individual school’s practices and needs.

These agreements shall:

- a. Be negotiated between the individual school and Midway TED;
- b. Be put in writing;
- c. Signed and approved by the individual school and Midway TED; and
- d. Appear as an “Addendum” attached to this Agreement.

ARTICLE II. DEFINITIONS

2.1 **“Candidates”** are Midway TED students preparing for professional education positions.

2.2 **“Course Instructor”** is Midway TED faculty member who teaches a Midway TED course that places a Candidate (bachelor) in a school for a clinical experience placement.

2.3 **“Partnership”** is a mutually beneficial agreement among various partners in which all participating members engage in and contribute to goals for the preparation of education professionals.

2.4 **“PK-12 Clinical Educator”** is the PK-12-school-based individual who assesses, supports, and develops a Candidate’s knowledge, skills, or professional dispositions at some stage in the clinical experiences.

2.5 **“PK-12 Students”** are children or youth attending PK-12 schools including, but not limited to, students with disabilities or exceptionalities, students who are gifted, and students who represent diversity based on ethnicity, race, socioeconomic status, gender, language, religion, sexual identification, and/or geographic origin.

2.6 **“Training”** involves PK-12 Clinical Educators attending an orientation session developed by the University Clinical Educators. The orientation training session is conducted at the beginning of each semester and includes an overview of program-specific expectations and forms.

2.7 **“University Clinical Educator”** is the Midway TED faculty member or faculty adjunct who assesses, supports, develops, and mentors a Candidate’s knowledge, skills, or professional dispositions at some stage in the clinical experiences.

ARTICLE III. MIDWAY UNIVERSITY TEACHER EDUCATION PROGRAM RESPONSIBILITIES

MIDWAY UNIVERSITY TED agrees to:

3.1 Designate a University Clinical Educator to:

- a.** Co-design, co-deliver, and co-assess undergraduate programs in collaboration with the PK-12 Clinical Educator;
- b.** Co-plan, co-implement, and co-manage all aspects of the educational experience of Candidates participating in the clinical experiences with the School District; and,
- c.** Mentor and coach graduate and undergraduate Candidates on capstone projects, clinical experiences, etc.

3.2 Furnish to School District the names and contact information of the Candidates mutually assigned by Midway TED and the School District to participate in the clinical experience.

3.3 Midway TED shall include only those Candidates who are in good standing with the University and education preparation program and have satisfactorily completed those portions of the program's curriculum that are prerequisite to clinical experience participation.

3.4 Require its Candidates attend orientation prior to beginning the clinical experience. This orientation will include, but is not limited to, understanding the objectives of clinical experiences, and communicating the need for Candidates to be punctual, polite, and respectful of School District policies, rules and regulations.

3.5 Maintain contact and ongoing communication with School District, including site visits.

3.6 Provide professional development leadership and workshops, at its discretion, as needed and requested by the School District.

3.7 Co-plan open houses on campus and/or at School District that provide information about Midway TED educator preparation programs.

3.8 Extend invitations to participate in events sponsored by Midway TED and coordinate with School District to bring PK-12 students to the Midway TED campus as appropriate.

3.9 Provide Midway TED faculty as guest speakers in PK-12 classrooms.

3.10 Evaluate the effectiveness of the clinical experience.

ARTICLE IV. SCHOOL DISTRICT'S RESPONSIBILITIES

Livingston County Schools agrees to:

- 4.1 Designate a PK-12 Clinical Educator who's appointed based on the qualifications established by Midway TED and the Kentucky Education Professional Standards Board.
- 4.2 Ensure the PK-12 Clinical Educator fulfills the following responsibilities which include, but are not limited to:
 - a. Involve the Candidate in meaningful education experiences;
 - b. Determine appropriate assignments in consultation with the University Clinical Educator and Candidate;
 - c. ~~Attend a university-sponsored Training with the University Clinical Educator;~~
 - d. Orient the Candidate to the school by sharing the school's goals, scope, and operation;
 - e. Observe the Candidate's lessons and confer at least weekly to analyze performance;
 - f. Co-planning and co-teaching of lesson plans, as appropriate;
 - g. Provide ongoing evaluation of the Candidate's performance; completing and submitting required evaluation forms by stated due dates;
 - h. Submit evaluation reports and/or evaluation summaries as requested by the Midway TED;
 - i. Coordinate visits to the school for the University Clinical Educator throughout the semester;
 - j. Consult with the Course Instructor to determine the Candidate's final grade; and
 - k. Maintain regular contact and ongoing communication with the University Clinical Educator.
- 4.3 Permit Candidates to use facilities as necessary for successful completion of assignments, including classroom or other appropriate space, office supplies, and access to student records appropriate to the learning experience.
- 4.4 ~~Require that PK-12 Clinical Educators participate in professional development seminars on co-teaching, pairs training, and using lesson evaluation and disposition forms.~~

ARTICLE V. MUTUAL RESPONSIBILITIES

- 5.1 **Candidate Selection.** Midway TED and School District mutually agree to:
 - a. Assign Candidates without respect to race, ethnic origin, sex, sexual orientation, age, religion, or disability; and
 - b. Reserve School District's right to determine the number of Candidates that may be placed, dependent upon space, instructional time available, and PK-12 student population.
- 5.2 **Coordination of the Clinical Experience.** Midway TED and School District mutually agree to:
 - a. Review the Candidate's qualifications and educational objectives early in the placement to ensure agreed upon objectives for the educational experience;

- b. Share mutually all information regarding any Candidate's specific difficulties and/or special needs;
- c. Withdraw any Candidate from the School District for reasonable cause, including but not limited to health and/or performance issues, following a process of discussion among the PK-12 Clinical Educator, University Clinical Educator, and the Candidate.

5.3 Supervision and Maintenance. Midway TED and School District mutually agree to:

- a. Co-review and discuss education programs' data;
- b. Co-develop program assessments, changes, and experiences based on data; and
- c. Co-select and co-evaluate PK-12 Clinical Educators.

5.4 Accreditation Requirements. Midway TED and School District mutually agree to:

- a. Work together as necessary to fulfill and maintain accreditation standards of Midway TED educational programs;
- b. Comply with all applicable requirements of any accreditation authority, and certify such compliance upon request;
- c. Midway TED may request aggregate data from School District on program completers, including but not limited to PGES evaluations, including student growth goals, student voice feedback, and evaluation of PGES domains; and
- d. School District will respond to reasonable requests for aggregate data in a reasonable period of time.

5.5 Miscellaneous.

- a. Both parties will comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations including, but not limited to, the performance of any required criminal background checks of Candidates.
- b. Both parties will maintain an educational program of quality, including the provision for adequate instruction and supervision of Candidates.
- c. Both parties agree to reserve to Midway TED faculty the intellectual property rights to data generated from their work with School District and reserve to School District personnel the intellectual property rights generated from their work as classroom instructor.
- d. Supervising teachers of student teachers will be paid a stipend of one hundred dollars per seven-week placement for each student teacher. *Stipend to be paid by Midway*

ARTICLE VII. PERFORMANCE AND TERMINATION

6.1 A delay in or failure to perform by either Midway TED or School District shall not constitute a breach of this Agreement if an occurrence beyond the control of either party caused the delay or failure.

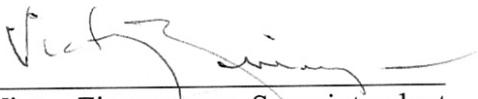
6.2 Either party may terminate this Agreement at any time by submitting written notice of the intent to terminate, no less than 120 days prior to the intended termination date.

6.3 The parties may mutually agree, in writing, to terminate this Agreement at any time if the termination will not affect any clinical experiences in place at the time of termination.

Please sign (or have the appropriate school district official sign) a copy of this letter and return it to the University for our files.

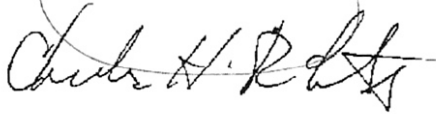
If you have any questions, please do not hesitate to call our Teacher Education Division 859.846.5844.

Regards,



Victor Zimmerman, Superintendent
Livingston County Schools

Date 10/22/19



Dean, Charles Roberts, Midway University
Teacher Education Program

Date 10/22/2019